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June 29, 2026

***BY ELECTRONIC SUBMISSION***

PAGAFilings@dir.ca.gov  
State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**Re: *Karysha Reyes v. ODW International Inc. et al.***

Dear Representative:

We have been retained to represent Karysha Reyes against ODW International Inc. and ODW Global Inc. ("Defendants") for violations of California wage-and-hour laws.

Background

Ms. Reyes is pursuing her California Labor Code section 2698 *et seq.* (the Private Attorneys General Act of 2004 ("PAGA")) claim on a representative basis. Therefore, Ms. Reyes may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. The "aggrieved employees" Ms. Reyes seeks to represent are all current and former non-exempt employees (including those misclassified as exempt) who worked in California at any time during the one-year period preceding the date of this letter. This includes employees placed or staffed to work at one of Defendants' work sites through a staffing of similar agency.

Defendants ODW International Inc. and ODW Global Inc. are California corporations, headquartered and operating at 4545 Pacific Boulevard, Vernon, California 90058. Defendants employed Ms. Reyes as a salaried employee, and Ms. Reyes contends she was misclassified as exempt.

Legal Violations Alleged

As a pattern and practice, Defendants failed to provide Ms. Reyes and other non-exempt, aggrieved employees with all meal periods and rest breaks in compliance with law,

failed to pay all minimum and overtime wages, failed to provide requisite notices upon hire, failed to issue compliant wage statements, failed to pay all vested vacation wages upon termination of employment, and failed to pay all wages due and owing upon termination, thus resulting in other Labor Code violations as stated below.

Defendants have violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 216, 221, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1197.5, 1198, and 2810.5.

California Labor Code sections 226.7, 512 and 558 require employers to authorize and permit a 10-minute rest break for every four (4) hours worked or major fraction thereof, and provide a 30-minute meal period for every five (5) hours worked. During the relevant time period, Defendants failed to provide all required meal periods and rest breaks to Ms. Reyes and other aggrieved employees. Specifically, Defendants failed to actively relieve Ms. Reyes and other aggrieved employees of duty for meal periods and rest breaks and failed to provide a reasonable opportunity to take meal periods and rest breaks, instead requiring aggrieved employees to find time for breaks when possible, resulting in missed and late meal periods and rest breaks. Defendants also lacked any mechanism by which Ms. Reyes and other aggrieved employees could notify their supervisors/managers they were on a break. Despite these facts, Defendants failed to pay meal period and rest break premium wages for missed or inadequate meal periods and rest breaks. Ms. Reyes contends she and aggrieved employees are entitled to penalties in the amount of up to \$200 per aggrieved employee per pay period under Labor Code section 2699.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage and overtime wage to be paid to employees, and further provide that the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Defendants failed to compensate Ms. Reyes and other aggrieved employees for all hours worked, in particular, the actual recorded time spent working, and time spent working through recorded meal periods. Defendants also failed to compensate Ms. Reyes and other aggrieved employees for overtime hours worked, instead compensating aggrieved employees at a “salary” that did not account for overtime hours, and did not constitute a true salary. Thus, Defendants did not provide Ms. Reyes or aggrieved employees with the minimum and overtime wages to which they were entitled. Ms. Reyes contends she and aggrieved employees are entitled to penalties in the amount of \$100 for each first violation and \$250 for each subsequent violation, in addition to an amount sufficient to recover unpaid wages under Labor Code § 1197.1.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are

due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Ms. Reyes and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including as outlined above, and by paying wages to Ms. Reyes and other aggrieved employees only once per month. Ms. Reyes contends that pursuant to Labor Code section 210, she and other aggrieved employees are entitled to recover penalties of \$100 for the first violation of section 204 and \$200 for each subsequent violation, plus 25 percent of the amount of wages unlawfully withheld.

California Labor Code sections 226 and 226.3 require employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendant failed to provide Ms. Reyes and other aggrieved employees with complete and accurate itemized wage statements in violation of California Labor Code section 226(a). Defendant also recorded meals for aggrieved employees including Ms. Reyes, rather than letting employees record their own time. The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Reyes and other aggrieved employees, (2) total hours worked by Ms. Reyes and other aggrieved employees, (3) net wages earned by Ms. Reyes and other aggrieved employees, and (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Reyes and other aggrieved employees. Defendant also failed to provide Ms. Reyes her employment records withing set forth in Labor Code section 226(b). Ms. Reyes asserts she and aggrieved employees are entitled to recover penalties in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for any failure to produce records upon request.

California Labor Code section 227.3 requires employer to provide employees with all paid time off (i.e., vacation) at termination. During the relevant time period, Defendants failed to pay Ms. Reyes and other aggrieved employees all accrued and unused PTO/vacation on termination. Ms. Reyes contends she and aggrieved employees are entitled to penalties in the amount of up to \$200 per aggrieved employee per pay period under Labor Code section 2699.

California Labor Code Section 2810.5 requires that employers provide nonexempt employees with written notice regarding their pay rates, designated paydays, applicable overtime rates, and other wage information. The notice also must include the employer's "doing business as" name(s). During the relevant time period, Defendants failed to provide Ms. Reyes and other aggrieved employees with this requisite notice. Ms. Reyes contends she and aggrieved employees are entitled to penalties in the amount of up to \$200 per aggrieved employee per pay period under Labor Code section 2699.

California Labor Code sections 201 to 203 require that employers pay their employees all wages due and owing upon termination of employment within specified time

periods. During the relevant time period, Defendant failed to pay Ms. Reyes and other aggrieved employees all wage due them within the time periods specified by California Labor Code sections 201 to 203 as outlined above. Ms. Reyes contends that she and other aggrieved employees are entitled to penalties in the amount up to \$200 for each aggrieved employee per pay period pursuant to Labor Code section 2699.

California Labor Code section 558 allows recovery of penalties, including penalties equal to the amount of unpaid wages:

- (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:
  - (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
  - (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
  - (3) Wages recovered pursuant to this section shall be paid to the affected employee.

Ms. Reyes and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Defendant failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Reyes and other aggrieved employees. Ms. Reyes contends that she and other aggrieved employees are entitled to penalties in the amount of \$500 for each aggrieved employee per pay period pursuant to Labor Code section 1174.5.

California Labor Code Section 2810.5 requires that employers provide nonexempt employees with written notice regarding their pay rates, designated paydays, applicable overtime rates, and other wage information. The notice also must include the employer's "doing business as" name(s). Ms. Reyes contends that she and other aggrieved employees are entitled to penalties in the amount up to \$200 for each aggrieved employee per pay period pursuant to Labor Code section 2699.

California Labor Code section 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” During the relevant time period, Defendants failed to pay all compensation due to Ms. Reyes other aggrieved employees, and made unlawful deductions from compensation payable to Ms. Reyes and other aggrieved employees. Ms. Reyes contends she and aggrieved employees are entitled to penalties in the amount of \$100 for each first failure to pay each employee, and \$200 for each subsequent failure to pay each employee, plus 25% of the amount unlawfully withheld, pursuant to the mandate of Labor Code section 225.5.

We believe that Ms. Reyes and other current and former California-based hourly-paid or non-exempt employees of Defendant are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 216, 221, 226(a), 226.3, 226.7, 227.3, 512, 558, 1174(d), 1194, 1197, 1197.1, 1197.5, 1198, and 2810.5.

#### Litigation Hold Notice to Defendant

Because of impending litigation, this letter imposes a duty on Defendants to preserve evidence under California law. Under discovery rules, Defendants have an obligation to preserve potentially relevant evidence when litigation is reasonably foreseeable. As such, Defendants are instructed to preserve all documents or things related to Ms. Reyes and the aggrieved employees specified in this notice.

Our directive to preserve evidence also includes, but is not necessarily limited to, all internet search histories, browsing data, active and/or deleted electronic media and any and all active and/or electronic data on that media, including but not limited to computers; media; machines; hard drives; removable devices, *e.g.*, but not limited to flash memory (*i.e.*, USB or similar external port removable media commonly called, among other names, thumb drives), floppy discs, and external hard drives or media of any type whatsoever; and equipment used by Defendants or any of their employees or agents to produce, print, or create any data, in any form, which relates to Ms. Reyes and the aggrieved employees. These computers, media, machines, devices and equipment shall include all hard drives, hardware, directories and files, including Recovery Bin or Recycle Bin information, all internet histories and/or browsing data, all data files, all servers, all logs, all audit trails, all access records, all access control lists, all backup software, all encryption software, all passwords and all encoding and decoding information. Said computers, media, data, machines, devices, and equipment shall be preserved in such a manner as to retain all computer evidence, and protect any/all media from deletion, alteration, or corruption of any type whatsoever.

Due to its format, electronically stored information is easily deleted, modified, and/or corrupted. Destruction of documents, things, or data may generate suspicion and may constitute spoliation of evidence. Monetary damages, as well as “adverse inference”

jury instructions, are just two of the potential sanctions for destruction of evidence. Thus, Defendants must preserve all documents, things, data, and information related to Ms. Reyes and the aggrieved employees, including but not limited to:

- Ms. Reyes's and the aggrieved employees' entire personnel and employment files;
- Any and all documents relating to all of Defendants' employee handbooks;
- Any and all time sheets, time records, time clock records, payroll records, pay stubs, and wage statements relating to Ms. Reyes and the aggrieved employees, and any and all other documents or things reflecting or relating to Ms. Reyes's and the aggrieved employees' hours worked, meal breaks taken, rest breaks taken, regular and overtime wages, or any other compensation or remuneration received by Ms. Reyes and the aggrieved employees from Defendants;
- Any and all emails or signage given to Ms. Reyes and the aggrieved employees, regarding meal breaks, rest breaks, time card policies, etc.;
- Documents related to the above documents, or to Ms. Reyes or the aggrieved employees in general.

Ms. Reyes reserves the right to seek all available remedies, including damages and evidentiary and monetary sanctions, should Defendants fail to take steps to preserve such information.

#### Demand for Resolution to Defendants

In light of the above, Ms. Reyes requests Defendants agree to remedy these violations in the following ways:

- Implement the following corrective policies, practices, and/or procedures:
  - Providing meal periods and rest breaks by actively relieving hourly employees of duty for meal periods and rest breaks, permitting employees to take off-duty meal periods and rest breaks, and paying premiums if meal periods and rest breaks are not provided on time and for proper duration;
  - Requiring hourly employees to contemporaneously record all hours worked, and compensating hourly employees for all recorded time;
  - Paying nonexempt employees an hourly wage;
  - Paying all vested vacation wages upon termination of employment;
  - Paying employees at least twice per month; and
  - Providing the requisite notices upon hire.
- Agree to participate in pre-litigation mediation for purposes of reaching a monetary settlement to correct the past violations. We propose one of the following mediators: Eve Wagner, Esq. of Signature Resolution, Lynn Frank, Esq. of Frank & Feder Mediators; or Monique Ngo-Bonnici, Esq. of Signature Resolution.

Conclusion

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Within one year of her employment or demand for wages, as allowed by law, Ms. Reyes will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based non-exempt employees employed by Defendants.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

*Stephanie E. Yasuda*

Stephanie E. Yasuda

SEY:jc

cc: ODW International Inc. (via Certified Mail, RRR)  
c/o JM Accounting & Insurances Services, Inc. (authorized agent)  
1835 S. Del Mar Ave., Suite 203  
San Gabriel, California 91776

ODW Global Inc. (via Certified Mail, RRR)  
c/o JM Accounting & Insurances Services, Inc. (authorized agent)  
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